GROVE Neurodivergent Mentoring & Education's Individual Mentoring

Terms & Conditions

1. Summary of key terms

Contents of Programme	Reoccurring individual mentoring sessions
Total payment due for each session	Minimum 55 minutes, maximum 1 hour sessions are £45 if booked privately, £50 if booked by Local Authorities or schools. Minimum 27 minutes, maximum 30 minute sessions are £22.50 if booked privately, £25 if booked by Local Authorities or schools.
Billable period	Invoices are sent on the last working day of each calendar month and are payable within 3 days.
Cancellation	Please see section 8 below.

2. Application of terms and conditions

2.1. These terms and conditions ("Terms") apply to the Individual Mentoring Programme ("Programme") operated by GROVE Neurodivergent Mentoring & Education ("we" or "us"). By registering to be a participant in our Programme, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

2.2. The agreement is between us and you, the person or entity registering to be a participant in the Programme ("you") and which is subject to these Terms ("Contract"), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Programme and shall continue until terminated in accordance with these Terms.

2.3. As you are purchasing online you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.

2.4. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website www.gr0ve.org ("site")).

2.5. Any content posted or submitted by you to our site or in our forum or any contribution in sessions in the course of the Programme is subject at all times to the Acceptable Use Policy.

3. **Programme:** ***Including attending late, non-attendance, changing time, changing Mentor***

3.1. The Programme will be provided over the course of time communicated and agreed with you from the date of purchase and shall be delivered by online sessions as detailed in the Programme Schedule.

3.2. The date and time of all sessions are as set out on Programme Schedule or as otherwise communicated to you, but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times.

3.3. The materials we deliver as part of the Programme do not in any way constitute advice or recommendations. We are providing guidance only. We are not able to advise you on your individual circumstances.

3.4. **NON-ATTENDANCE**: Please email mentoringsupport@gr0ve.org to give at least **48 hours advanced** notice of non-attendance. You will be offered the choice to book an alternative time subject to availability or for cancellation without charge. Your session time may be allocated to someone else if advance notice absences amount to more than 1 in 8 sessions on a rolling basis.

3.5. If notice is less than 48 hours or no notice is given, then the session will be charged because staff will still need to be paid. In the event of non-attendance then no replacement session will be offered.

3.6. We understand that for many of our children/young people regular attendance may be challenging. We want to support you and your child/young person if they are struggling to attend. Please speak with your Mentor and also email mentoringsupport@gr0ve.org so that we can support.

3.7. **LATENESS**: If you are running late or are experiencing technical problems please let your Mentor know. If they do not hear from you, they will call and email after 10 minutes. The call may be from a withheld number. Please join as soon as you are able. Your Mentor will remain available for the whole session. It is likely that the session will still end at the original time due to your Mentor having other commitments.

3.8. In the unlikely event that your Mentor runs late or experiences technical problems before or during the session then we will ensure that you are offered an opportunity to make up the time either:

- By extending the current session if mutually convenient;
- By extension to a subsequent session;
- By offering an additional session.

3.9. If you do not hear from your Mentor within 15 minutes of the start of your session please contact mentoringsupport@gr0ve.org - it may be that your Mentor is dealing with a risk of immediate harm/danger to another child/young person in which case your Mentor has to follow our safeguarding procedures to contact emergency services *before* letting parents/carers of sessions know about lateness or cancellation.

3.10. **CHANGES TO SESSION TIME:** It is not possible to make ad-hoc, regular changes to times and days due to your Mentor's other commitments. To arrange a permanent change in time/day please email mentoringsupport@gr0ve.org. Please note that we cannot guarantee your current Mentor will be available at a different time.

3.11. **CHANGES TO MENTOR:** If you need to discuss a change of Mentor please contact mentoringsupport@gr0ve.org to discuss. If we need to change your Mentor we will endeavour to provide 2 weeks notice before any change is made.

3.12. **SAFEGUARDING**: As mentoring is unsupervised between the Mentor and child/young person, the parent/carer/legal guardian must always remain in the house. You do not need to be present during the session but must ensure you are nearby, and the child is in a room that does not have a closed door. It is the parent/carer/legal guardian's sole responsibility for enforcing this. Sessions are always recorded - please refer to our Privacy Policy providing further details.

4. **Online Sessions:** ***Including required software/hardware and data protection***

4.1. You agree to keep user details and your password for the site, your video call account and any communication forum (e.g. our Facebook group) confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.

4.2. You are required to have access to a personal computer with sound, microphone and video capability, reliable internet connection and the capability to access Microsoft Teams in order to access the programme.

5. Payment

5.1. The total price payable for the Programme is as set out in the summary of key terms above. Prices for sessions are subject to review and change, we will provide 14 days notice of any price change.

5.2. Invoices are sent on the last working day of each month and these must be paid within 3 days of the date of the invoice. For the avoidance of doubt, even if you do not continue to participate in the Programme, the invoice remains payable.

5.3. Payment is to be made by bank transfer as detailed on the invoice.

5.4. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 3 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 4% above the base rate of the Bank of England from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.

5.5. If payment is not received within 7 days then sessions may be paused until payment is made.

5.6. If payment is not received within 14 days then sessions will be terminated.

5.7. The total price payable as set out in the summary of key terms is inclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary.

5.8. All payments are non-refundable other than as set out in paragraph 5.4 below.

6. Our obligations

6.1. We warrant to you that the Programme and Programme materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.

6.2. Other than as set out in paragraph 6.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of mentoring and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

6.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

6.4. If you are buying as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the Programme as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, you may cancel the Contract within 14 days of the date of you registering for the Programme by emailing us at mentoringsupport@gr0ve.org stating your clear intention to cancel or by using the form of cancellation annexed to this agreement at Annex1. If we receive such email within 14 days of the date of you registering for the Programme, you will not be liable for any charges.

6.5. If you request immediate performance of the Contract you acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed. If you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

6.6. You acknowledge that your personal data will be processed by and on behalf of us as part of us providing the Programme to you in accordance with our Privacy Policy that you can view at Privacy Policy | GROVE (gr0ve.org)

7. Intellectual Property

7.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.

7.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials (or any of the ideas and concepts created by us and contained in the content or materials) contained in the Programme.

7.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme was provided only.

7.4. Except as set out in paragraph 7.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

7.5. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.

7.6. We record the Programme being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

7.7. The provisions of this paragraph 7 shall survive termination of the Contract.

8. **Term and termination**

8.1. We operate a 2 week notice period for permanent termination of sessions following the first calendar month. Please email mentoringsupport@gr0ve.org to give notice. Your 2 weeks will run from the date of email and all sessions within that 2 week period will be charged. If we are able to fill your allocated time with a new client within that 2 week period you will not be charged for paid sessions they take.

8.2. For the avoidance of doubt, the license granted in paragraph 7.3 shall terminate automatically on termination or expiry of the Contract.

8.3. Notwithstanding the provisions of paragraph 8.1 or 8.2, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

8.3.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

8.3.2. The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

8.3.3. The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

8.4. We may terminate the Contract without any liability to make any refund to you if your continued participation in the Programme is in our opinion causing disruption to the running of the Programme or to other participants. We reserve the right to withdraw our services, immediately and without notice, in the event that inappropriate language, actions or behaviour imposes threat towards the health, safety and wellbeing of our staff.

8.5. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

8.6. Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8.7. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

8.8. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

8.9. This paragraph 7 shall survive termination of the Contract.

8.10. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 7.7 and all other paragraphs that refer to "termination".

9. **Liability**

9.1. Nothing in this paragraph 8 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

9.2. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Programme.

9.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.

9.4. Any claims to be brought under or arising out of the Contract must be brought within 6 months of the date of the event giving rise to the claim.

9.5. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including our illness or incapacity or that of any member of the team involved in providing the Programme), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.6. We may make changes (and shall not be liable for any additional costs incurred by you or for any other liability incurred by you as a result of changes) in (i) the Programme, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) the delivery mode of the sessions (for example changing an in person session to an online session) (vi) trainers, instructors or coaches.

9.7. The provisions of this paragraph 8 shall survive termination of the Contract.

9.8. You acknowledge and agree that:

9.8.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);

9.8.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

9.8.3. FORCE MAJEURE: Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances [the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 7 days written notice to the affected party.

10. **General**

10.1. By registering for our Programme you warrant that:

10.1.1. You are legally capable of entering into binding contracts; and

10.1.2. You are at least 18 years old; and

10.1.3. You are resident in England and Wales or Scotland; and

10.1.4. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

10.1.5. You agree that you are participating in the Programme at your own risk and that we shall not be liable under any circumstances for any matter arising out of your participation (other than for matters for which we are not legally able to exclude or limit liability such as death or personal injury caused by our negligence or fraudulent misrepresentation). Due to the nature of mentoring, we do not guarantee any particular result. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

10.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10.3. We may vary these Terms as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Programme will be deemed to be your acceptance of any new Terms. [Where there has been a material change to the Terms, if you do not wish to accept the new Terms and provide us with written notice of this within 7 days of our email to you setting out the changes to the terms, the Contract will terminate immediately.]

10.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.

10.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.

10.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

10.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

10.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

10.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

ANNEX 1

CANCELLATION FORM

To GROVE Neurodivergent Mentoring & Education

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following services:

……

Ordered on ……

Name of consumer ……

Address of consumer ……

Signature of consumer ……

Date ……

[* delete as appropriate]

PERSONAL PROGRAMME SCHEDULE

WHAT	Reoccurring individual mentoring sessions of SPECIFY LENGTH OF TIME
WHEN	SPECIFY DAY/TIME
WHO	CHILD'S name with MENTOR's name acting on behalf of GROVE Neurodivergent Mentoring or Education
WHERE	Online
HOW	Via Microsoft Teams INSERT LINK